
Family Legal Expenses Platinum Plus Insurance

Policy Document

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Introduction to your Family Legal Expenses Platinum Plus Insurance Policy

Introduction

This policy is evidence of a legally binding contract of insurance between **you** (the **insured**) and **us** (Financial & Legal Insurance Company Limited). **We** rely upon:

- The information **you** provided or which has been provided on **your** behalf when **you** took out insurance with **us**, and
- Any other information given by **you** or on **your** behalf in the formation and throughout the duration of the contract.

You must read this policy and **schedule** together. Please check these documents carefully to make certain they give **you** the cover **you** want.

We agree to insure **you** under the terms, **condition(s)** and exceptions contained in this policy or in any **endorsement** applying to this policy. The insurance provided by the policy covers legal expenses arising from certain events that may occur within England, Wales, Scotland and Northern Ireland during any **period of insurance** for which **you** have paid, or agreed to pay the premium.

Nobody other than **you** (and the **insured person**) and **us** (Financial & Legal Insurance Company Limited) has any rights that they can enforce under this contract of insurance and it cannot be assigned to any other party.

The terms and **condition(s)** of this policy and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of the policy.

You must advise us of any event that may give rise to a claim under this policy and report this to us as soon as possible on 0114 2493300. Reporting a potential claim under your Legal Expenses insurance will not increase future insurance premiums but failing to report a matter in a timely matter may restrict cover that may be provided under your policy.

Guidance notes

The guidance notes that are included throughout the policy are to help you understand this insurance. They do not form part of the contract of insurance between you and us. They should be read in conjunction with the full text of your policy.

The parties involved in your Insurance

This Family Legal Expenses Insurance policy has been arranged by Lexelle Limited, with Financial & Legal Insurance Company Limited.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check this on the Financial Services Register by visiting <https://register.fca.org.uk/>. Our Financial Service Register number is 202915.

This is a “claims made” Insurance policy and only covers claims notified by the **insured** within the **period of cover**. In return for the payment by the **insured** of the premium payable for this policy of insurance **we** will provide before the event legal expenses insurance on the terms set out below.

We have appointed Lexelle Limited to administer **your** insurance on **our** behalf, who are authorised and regulated by the Financial Conduct Authority, register number 312782.

Throughout this policy document they are referred to as the **administrator**, and as the firm that arranged **your** insurance with **us**:

Lexelle Limited can be contacted at:

PO Box 4428

Sheffield

S9 9DD

Tel: 0114 249 3300

Email: assist@lexelle.com

You should contact them if **you** have any questions about **your** insurance or if **you** need to make a change to **your** insurance (see Notification of changes which may affect **your** insurance).

Making a claim

If **you** need to make a claim, please contact the **administrator**:

Lexelle Limited

PO Box 4428

Sheffield

S9 9DD

Telephone: 0114 249 3300

Email: assist@lexelle.com

You must supply the **administrator** with a complete and truthful report of the facts giving rise to **your claim**, details of any potential witnesses, and provide the **administrator** with any documentary evidence in support of **your claim**. **You** may report **your claim** by telephone or in writing, using the contact details set out above.

The **administrator** or **we** will make a preliminary assessment of the merits of **your claim**. If the **administrator** or **we** decide that **your claim** appears to be covered by **your** policy and there is a **reasonable prospect of success**, the **administrator** or **we** will appoint an **authorised representative** selected by them or **us** to act on **your** behalf in respect of **your claim**. This does not affect your legal rights at the point of or during legal proceedings

If **we** or the **administrator** consider it unlikely a reasonable settlement will be obtained, or the value or amount in dispute is disproportionate to the time and legal costs involved in its pursuit; or **we**/the **administrator** decide **your claim** does not appear

to have a **reasonable prospect of success**; then **we/the administrator** will tell **you**, and if requested by **you** provide confirmation in writing.

If **you** accept **our/the administrator's** advice, **your** entitlement to payment from **us** under this policy for **your claim** is at an end and **we** will be discharged from any liability to **you** in respect of that claim.

If **you** do not accept **our** advice, the **administrator** or **we** will instruct another **authorised representative** to advise whether **your claim** has a **reasonable prospect of success**. If the alternative **authorised representative** instructed advises that **your claim** does not have **reasonable prospect of success**, **we** will not be liable to pay **you** anything under the terms of this policy for that claim. If the alternative **authorised representative** instructed advises that there are **reasonable prospects of success**, **we** or the **administrator** will appoint the alternative **authorised representative** to act on **your** behalf in the pursuit of **your claim** and advise **you** accordingly. Any **authorised representative** will require **you** to enter into an agreement with them in order for them to act on **your** behalf.

We or the **administrator** will take over and conduct any civil claim for damages or compensation in **your** name for a claim accepted under this policy. The **authorised representative** nominated and appointed by **us** or the **administrator** will act on **your** behalf and **you** must accept the nomination. If **we** agree **legal proceedings** should be commenced through court or it is mandatory for **you** to be represented by a solicitor **you** may choose an alternative solicitor to act for **you** **however** **you** must obtain **our** written agreement for them to become **your authorised representative**. **Our** agreement shall not be unreasonably withheld however **we** will only pay **professional fees** up to the amount that **we** would have paid an **authorised representative** appointed by **us**.

If an **authorised representative** instructed to act on **your** behalf refuses to continue to act on **your** behalf, or **you** without a good reason instruct the **authorised representative** to cease acting on **your** behalf, then **we** will not pay **you** anything under the terms of this policy and **our** liability under this policy for that claim shall cease immediately.

Where an **authorised representative** is appointed to act on **your** behalf by the **administrator** or **us** they are appointed in the performance of **our** obligations under the terms of this policy and not as an agent for **you**.

Where an **authorised representative** is instructed to act on **your** behalf, **you** and **we** will require them to comply with the **authorised representative's** obligations set out in this policy.

We or the **administrator** may require a barrister to advise whether in all the circumstances of **your claim**, to include whether an offer should be made or accepted in settlement of **your claim** or whether **your claim** should be pursued or continue to be pursued by **legal proceedings**.

If the **administrator** or **we** consider that **your claim** should be pursued by some means other than by **legal proceedings** **we/the administrator** will tell **you** in writing.

You should keep a complete record of all information **you** supplied to the firm that arranged **your** insurance with **us** and to **us** when taking out this insurance.

So that **you** understand what **you** are covered for, please read this policy and the **schedule** (which may make reference to endorsements) very carefully. **You** should pay special attention to the general exceptions and general terms and conditions of this policy.

If **you** have any questions, or the cover does not meet **your** needs or any of the details are incorrect **you** should notify the **administrator** or **us** immediately.

Important

If **you** fail to tell **us** or **you** delay telling **us** about an incident that may lead to a claim and this increases **our** claim costs, **you** will become liable to pay the additional costs. It may also invalidate **your** right to claim.

Your responsibility

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions **your** broker / agent may ask as part of **Your** application for cover under the policy
- b) to make sure that all information supplied as part of **your** application for cover is true and correct



- c) tell **Your** broker / agent of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions **your** broker/agent ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **you** become aware that information **you** have given **your** broker / agent is inaccurate or has changed, **you** must inform them as soon as possible.

Fraudulent Claims / Fraud

Please use the following wording:

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on our behalf, knowing the statement to be false;
- sends **us** or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- If **your claim** is in any way dishonest or exaggerated.

We will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Arbitration/Mediation

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

Definition of terms used (displayed in bold font in this policy)

Guidance notes

The words or phrases shown below have the same meaning wherever they appear in this policy (in bold or italic font) and your schedule and any endorsements.

Administrator

Lexelle Limited

Authorised representative

An appropriately qualified professional person or firm appointed by the **administrator** or **us** to act on **your** behalf when a claim is made under this insurance.

Civil Claim

Is a dispute in relation to **your** contractual, common law and statutory rights for which **you** are pursuing a remedy.

Condition

Is an obligation that **you** must perform. If **you** do not perform a condition **we** might not be under any liability to pay anything under the terms of this policy.

Defamatory

A written comment shared to the public that is untrue and has or is likely to cause serious harm to **your** reputation and financial loss.

Defendant's costs

Legal costs and expenses the **insured** is ordered to pay to another party that can be enforced against the **insured** in making a **civil claim** that has been pursued under this policy.

Free legal advice

Initial verbal **legal advice** over the telephone relating to a possible claim covered by this policy. No correspondence will be entered in to when utilising this service.

Insured(s)

The person named in the **schedule** to this policy.

LEA

The local education authority covering the location of **your principal home** and where **you** must be registered on the electoral role.

Legal advice

Means any advice provided by **our** or the **administrator's** in-house legal advisors to assist **you** in **your claim**.

Legal assistance

Actions taken by the **administrator** and/or an **authorised representative** whilst pursuing **your claim** accepted under this policy including their **professional fees**.

Legal proceedings

A claim for damages or compensation pursued in a court of law within England, Wales, Scotland and Northern Ireland

Maximum amount

£75,000 (including a maximum of £50,000 for any employment dispute claims and £5,000 towards rehabilitation costs) in total, including **professional fees** and **defendants costs**, for one or more claims during a single **period of insurance**.

Period of insurance

The period stated in the **schedule** to this policy.

Principal home

The property identified in the **schedule** to this policy and where **you** are listed on the electoral roll. **We** may, after receiving a written request from the **insured**, accept a change of address however; the new address must continue to be **your** only or **principal home**.

Professional fees

Fees or costs reasonably incurred by the **authorised representative**, with **our** or the **administrator's** prior authority. This includes disbursements if these are in respect of services supplied by a third party; that the services are distinct and separate from the services supplied by the **authorised representative**; and that **our** or the **administrator's** prior permission has been obtained prior to incurring any disbursements.

Reasonable prospect of success

The matter falling within the cover provided by sections 1-10 . In our opinion;

- a. It is more probable than not i.e. greater than 51% chance, that **your** claim will succeed and **you** will be able and likely to obtain the compensation or none financial result **you** are seeking; and
- b. **Your** interests cannot be better achieved by other means

Rehabilitation treatment

Means reasonable and necessary muscular skeletal non-surgical restorative treatment that is approved by the General Medical Counsel and recommended by a qualified medical practitioner and **us**, and requested by **your authorised representative**.

Schedule

The document that shows **your** details and the insurance provided that forms part of this contract of insurance.

Small claim(s)

A claim for damages or compensation which is or may if **legal proceedings** are issued be allocated to the **small claims** jurisdiction of the courts of England and Wales or the equivalent in Scotland and Northern Ireland, Channel Islands and the Isle of Man.

Social Media

Websites and APPS (applications) where registered users create and share content or to participate in networking

Strict liability

Criminal offence that **you** have committed without knowing a criminal offence was committed. The offence must not be deliberate or wilful and only includes offences where there is no need to establish a guilty mind /criminal intent in order to obtain a conviction.

Unoccupied

The **principal home** is not lived in by **you** for 30 or more consecutive days or, a total of 90 or more days during the **period of insurance**.

We, Us, Our, Insurer

Financial & Legal Insurance Company Limited

You, your

The person named as the **insured** in the **schedule** to this policy or any member **of your** family (including civil partners and children for whom **you** or **your** spouse/civil partner are the legal guardian) permanently residing with **you** at the **principal home**.

Your claim

A claim for costs, **defendant's costs**, **legal assistance** or **legal advice** covered under Sections 1-10 of this insurance.

Insurance provided – the cover we offer

The sections of this insurance that are available are shown in the table below:

Section	Cover
1	Free Legal Advice
2	Personal Injury
3	Employment Disputes
4	Criminal Prosecution Defence
5	Tax Protection
6	Jury Insurance
7	Probate
8	Contract Disputes
9	Property Protection
10	Home Sale/Purchase
11	Travel Consumer Disputes
12	Education
13	Identity Theft
14	Social Media Defamation

The sections **you** are covered for under this insurance are shown on **your schedule**. Cover is subject to any endorsement(s) shown on **your schedule**.

The general exceptions and general terms and condition of this insurance policy apply to all sections of policy cover.

Section 1. 24/7 Free legal advice service

Guidance notes

This section of your policy provides a 24/7 free legal advice service over the telephone, this service is only available for legal issues falling under the jurisdiction of the courts of England, Wales, Scotland & Northern Ireland.

Service Provision

The helpline only provides **free legal advice** for **your** personal legal issues, it is not intended to replace the services of a solicitor, but rather to assist **you** to identify the legal issues at hand, consider their legal rights and what courses of action are available to them and whether they need to consult a solicitor. The **free legal advice** helpline will provide general advice only and cannot assist with complex legal matters which may require the review of documentation or specific legislation.

General advice may be limited to signposting and referring the caller to other appropriate agencies, or recommending a specialist solicitor for further assistance, which may include considering policy cover under this insurance.

To use the 24/7 **free legal advice** helpline, **you** must have **your** policy number and name of the organisation who sold **you** this insurance and also quote the master certificate number detailed on Page 1 of this document and call **Tel: 0333 4008217**

Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged.

Using the helpline service, does not constitute notification of a claim which must not be delayed whilst using the **free legal advice** helpline. Please refer to the "Making a claim" section described on page 4 above, delays in making a claim may reduce or prevent **you** from receiving assistance under the policy.

You must not rely on the **free legal advice** instead of reporting a claim.

We cannot be held responsible if any of the Helpline Services become unavailable for reasons outside of our control.

The **free legal** advice cannot assist with matters that would fall outside of the following jurisdictions: England & Wales, Scotland or Northern Ireland.

Section 2. Personal injury

Guidance notes

This section of your policy provides cover for legal assistance to recover compensation should you suffer an accident that results in personal injury or death.

What is insured?

This section of cover provides **legal assistance** to recover compensation and **defendants costs** should **you** suffer personal injury or death.

Where **your claim** for the pursuit of personal injury has been accepted and it is reasonable and necessary **we** will (when supported by medical evidence) provide **rehabilitation treatment** up to £5,000.

What is not insured?

- Rehabilitation costs relating to an injury or symptoms not relating to the claim accepted under this section and/or incurred without **our** / the **administrators** written authority.
- Any illness or bodily injury, which happens gradually or is not caused by a specific or sudden event.
- Any injury caused in a road traffic or other incident where **you** were the driver or passenger in a private motorised vehicle
- Clinical, medical or pharmaceutical claims (including but not limited to tobacco products).
- Any claim relating to a psychological injury/condition unless this is in conjunction with the pursuit of a claim for physical injury sustained at the same time
- Industrial disease/deafness claims

Section 3. Employment disputes

Guidance notes

This section of your policy provides cover for professional fees up to £50,000 for unfair or wrongful dismissal, redundancy or unlawful discrimination.

What is insured?

Professional fees (up to £50,000) for **us** to negotiate **your** legal rights concerning a claim against **your** employer for unfair or wrongful dismissal, redundancy or unlawful discrimination by **your** employer falling within the jurisdiction of an employment tribunal.

What is not insured?

- Any claim not reported to **us** or the **administrator** within 30 days following **your** dismissal or **you** suffer unlawful discrimination and/or **you** fail to seek and follow **our** or the **authorised representative's** advice
- Where **you** have reported **your claim** within 30 days but have not sought and / or followed the advice of the **administrator** or **authorised representative**.
- Any employment dispute not dealt with by an employment tribunal.

Section 4. Criminal prosecution defence

Guidance notes

This section of your policy provides cover for professional fees against a strict liability criminal prosecution brought against you where you are subsequently proven to be innocent.

What is insured?

Following **your** successful acquittal in a criminal prosecution involving a **strict liability** offence **we** will pay **your professional fees** incurred following a successful defence provided that:

- The matter is reported to **us** within 14 days of **you** being made aware of the prosecution;
- **You** were unaware that a criminal offence had been committed by **you**;
- Any sums **you** are entitled to recover elsewhere are recovered and applied first to your **professional fees** after which **we** will pay the shortfall subject to the policy limit, terms and conditions;

What is not insured?

- Any criminal offence which is not a **strict liability** offence; and
- Any **strict liability offence**:
 - involving a motor vehicle, or offences of a sexual nature.
 - not committed during the **period of insurance**.
 - related to **your** business or profession, or in relation to a claim under an insurance policy/claim.
- Any **professional fees** incurred unless all charges against **you** are dismissed or **you are** acquitted.
- Any **professional fees** following a means test the **insured** is entitled to recover under legal aid
- Any **professional fees** more than the rates that would be payable by the legal aid agency whether or not legal aid is available to the **insured**.

Section 5. Tax protection

Guidance notes

This section of your policy provides cover for proceedings in respect of a full personal tax enquiry by the HM Revenue and Customs.

What is insured?

Professional fees in any appeal proceedings in respect of a full enquiry by the HMRC into **your** PAYE earnings and/or P11D benefits relating to **your** work as an employee.

What is not insured?

- Any **professional fees** arising from, involving/related to:
 - any earnings or financial matters outside **your** contracted employment;
 - criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes;
 - Any loan arrangement with **your** employer;
 - Any issue relating to shares;
 - Where deliberate misstatements or omissions have been made to the authorities
 - Where you have not maintained complete truthful and up to date records

Section 6. Jury service

Guidance notes

This section of your policy covers for loss of salary or wages up to defined limits should you be required to attend Jury Service.

What is insured?

We will pay **your** salary or wages for the time that **you** are unable to work whilst attending jury service that are not payable by the court or **your** employer.

Copies of **your** wage/salary slips and **your** employment contract will be required to support any claim.

The amount **we** will pay is based on the following:

- The time **you** are off work. **we** will calculate this to the nearest half day, assuming that a whole day is eight hours;
- If **you** work full time the salary or wages for each whole day equals 1/250th of **your** annual salary or wages net of deductions for Income Tax and National Insurance contributions;
- If **you** work part time the salary or wages will be based on the last six months average earnings;
- Copies of **your** wage/salary slips and **your** employment contract will be required to support **your** claim

In any event **we** will not pay more than £100 a day or £1,000 in total for any one claim.

What is not insured?

- There is no cover for lost income or other losses suffered by a business or a self-employed person.
- There is no cover for loss of bonus or overtime.

Section 7. Probate

Guidance notes

This section of your policy provides cover for legal assistance to challenge a will.

What is insured?

We will provide **legal assistance** to challenge the validity of a will of **your** parents or grandparents, children, stepchildren or adopted children.

What is not insured?

- Any claim where the deceased did not make a will (died intestate) or, the will subject to the dispute cannot be traced;
- Any claim where the will subject to the dispute does not fulfil the legal requirements for making a will in that the will is either not in writing or, has not been signed by two witnesses in the presence of the person making the will or, has not been signed by or on behalf of the person making the will;
- The defence of any probate dispute including the validity of a will;
- Any claim arising under The Inheritance (Provision for Family and Dependents) Act 1975.

Section 8. Contract disputes

Guidance notes

This section of your policy provides legal assistance or legal advice for contract disputes including buying or hiring of goods, selling goods, buying or selling your principal home that arises after completion.

What is insured?

Legal assistance and **defendant's costs** to pursue **your** legal rights in a dispute arising from a contract, which **you** have entered into for:

- buying or hiring of any goods or services; or
- selling of any goods **you** own;
- buying or selling of **your principal home** where a dispute arises after completion;

Provided that:

- The agreement has been entered into by **you** and the agreement was made during the **period of insurance**; and
- where the sum/loss in dispute is a **small claim**, cover will not include **professional fees**

What is not insured?

Professional fees on small claims

Any claim or dispute relating to the following:

- A contract regarding or relating to **your** profession, business or employment;
- A lease, licence or tenancy of land or buildings;
- Construction/building work (including internal or external structural alterations) on any land, or designing, converting or extending any building;
- The sale or purchase of any land or building other than **your principal home**;
- A contract involving a motor vehicle;
- Advice, sale, administration cover or settlement payable under an insurance or other financial product or service;
- Where the contract is not confirmed in writing;
- Where **you** have breached the contract in any way;
- Items/property sold at auction or through an auction website;
- Any dispute with a local or government authority;
- Items or property that have previously been repossessed;
- **Professional fees** and/or **defendants costs** where **your** defence to a claim is not wholly successful;
- The purchase or sale of **your principal home** that fails prior to legal completion;
- Any dispute regarding any goods or services which is not intended for **your** personal use or use within **your principal home**

Section 9. Property protection

Guidance notes

This section of your policy provides legal cover to pursue a civil claim relating to material property owned by you including nuisance or trespass.

What is insured?

We will negotiate **your** legal rights to pursue a civil claim relating to material property (including **your principal home**), which is owned by **you** following:

- An event which causes, or is likely to cause, physical damage to such property; or
- Any nuisance or trespass.

What is not insured?

Any claim relating to the following: -

- A contract entered into by **you**;
- Any building or land other than the **principal home**;
- Any event occurring whilst the **principal home** was left **unoccupied**;
- Someone legally taking **your** material property, whether **you** are offered money or not, or restrictions or controls placed on **your** material property by any government or public local authority (including companies acting on their behalf) unless the claim is for accident damage;
- Work done by or on behalf of any government or public authority (including companies acting on their behalf) unless the claim is for accidental damage;
- A motorised vehicle;
- Mining subsidence;
- Defending any claim for property damage caused by **you**, but defending a counter claim resulting from a damage claim being pursued under this policy is covered;
- The first £250 of **professional fees** incurred following acceptance under this policy of **your claim** for nuisance or trespass. This is payable as soon as **we** accept the claim;
- Any matter where the value of the loss is less than £100;
- Any **professional fees** or expert fees incurred in establishing a claim that falls under the cover of this policy
- The sale or purchase of any land or building including **your principal home**.

Section 10. Home Sale / Purchase

Guidance notes

This section of your policy provides cover for legal assistance for claims arising out of a contract for the sale or purchase of your principal home

What is Insured?

Pursuing claims arising out of a contract for the sale or purchase of the **principal home** entered into by the **insured** against:

- the vendor of the **principal home** including taking **legal proceedings** to obtain vacant possession in the event of continued occupation of **your principal home** by the vendor;
- a property valuer or surveyor acting on **your** behalf or on behalf of **your** mortgage lender;
- a solicitor or licensed conveyancer acting on **your** behalf;
- the removal firm contracted to move **your** household possessions.
- **your** mortgage lender
- a builder providing a warranty on the Home or any built-in domestic appliance;
- the public utility responsible for the connection of electricity, gas, water, sewage or telephone services in **your** Home;

What is not Insured?

Any claim relating to the following: -

- a) claims arising in respect of any property purchased or, sale of any property that commenced or was completed before the commencement of this policy;
- b) claims arising from the purchase of any property which is not the **insured's principal home**;
- c) any claims where the amount in dispute is less than £500;
- d) any claim arising from the failure to complete the purchase of the Home when **you** decide to withdraw from the transaction;
- e) Incidents which occurred or existed before the commencement of this policy.

Section 11. Travel Consumer Disputes

Guidance notes

This section of your policy provides cover for pursuing a breach of contract claim arising from a contract entered into by you for the purposes of undertaking a holiday

What is Insured?

Pursuing a breach of contract claim arising from a contract (which must be evidenced and recorded in writing) entered into by **you** for the purposes of undertaking a holiday in order to seek compensation and or implementation of the contract from the following:

- **Your** tour Operator or Holiday Company;
- **Your** Travel Agent;
- A Car Hire company with whom **you** have pre-booked a vehicle;
- An Airline, Ferry, Train, Cruise liner or Coach Operator;
- A Hotelier or Property Owner.

Subject to the cause of action arising within Europe and where **legal proceedings** are able to be brought in a court within the **territorial limits**.

What is not Insured?

- Any matter where the value of the goods or services in dispute or the total instalments due at the time of making the claim is less than £150;
- An event not reported to the **claims administrator** within 30 days of returning from the Holiday subject to the dispute;
- **Professional fees** and expenses which a Court of Criminal Jurisdiction orders to be paid;
- Actions pursued in order to obtain satisfaction of a judgement or legally binding decision;
- **Your** travelling expenses, subsistence allowances or compensation for absence from work;
- Any claim where the event arises from incidents which have occurred or services and the like which have been provided prior to the first inception date of this insurance;
- Claims for travel outside of Europe.

Section 12. Education

Guidance notes

This section of your policy provides cover for appeals related to your child(ren) not being allocated a place in your selected school(s) as part of the admissions process.

What is insured?

We will provide **legal assistance** when appealing against the decision of **your LEA** arising from the **LEA's** failure to follow their published admissions policy, resulting in **your** child who is permanently living with **you**, not being allocated a place at one of **your** nominated schools.

The most **we** will pay under this section in respect of any claim(s) is £5,000 in any one **period of insurance**.

What is not insured?

Any claim where:

- **You** failed to nominate in **your** application, the school covering **your only or principal home** within their catchment area;
- **You** did not nominate the maximum number of schools in **your** application;
- **You** did not follow the **LEA's** application or the appeals process (this includes missed deadlines);

- **You** include a school within **your** application that is outside of the **LEA's** area;
- the application was due or the allocation occurred within the first 6 months of inception of cover;
- **Your** child has been expelled, suspended or permanently excluded from another school;
- the allocation of places does not rest with the **LEA**;
- **You** have nominated a school where admission involved examinations or other selection criteria;
- **Your** child is under the age of 5 years old (other than for admission disputes arising from the academic year during which they will have their 5th birthday);
- **Your** child will be 17 years old or older during the next academic year.

Section 13. Identity Theft

Guidance notes

This section of your policy provides cover to reimburse you for reasonable costs you may incur that are caused by another party stealing and using your Identity

What is Insured?

This section of **your** policy provides cover to reimburse the reasonable costs **you** incur whilst reinstating and correcting any wrongful debt or data recorded against **you** caused by another party not authorised to act on **your** behalf stealing and using **your** identity.

Where **your** identity has been used by another person without **your** authority or knowledge, which has resulted in **you** allegedly being responsible for debt, financial loss or it effects **your** credit rating **we** will:

- Reimburse **your** costs reasonably incurred in resolving the issues up to the maximum sum of £5,000 (costs will need to be evidenced e.g. via bills or invoices).

You must obtain **our** agreement prior to incurring any costs in excess of £250.

We will pay **your** lost salary or wages for the time that **you** are unable to work whilst attending court or the Police, that are not payable by or recoverable from the court or **your** employer. Copies of **your** wage/salary slips and **your** employment contract will be required to support any claim.

The amount **we** will pay is based on the following:

- The time **you** are off work. **we** will calculate this to the nearest half day, assuming that a whole day is eight hours;
- If **you** work full time the salary or wages for each whole day equals 1/250th of **your** annual salary or wages net of deductions for Income Tax and National Insurance contributions;
- If **you** work part time the salary or wages will be based on the last six months average earnings;

In any event **we** will not pay more than £100 a day.

Conditions Relating to Identity Theft

Failure to adhere to the follow may result in **your claim** for cover under the Identity Theft being rejected:

Within 24 hours of discovering **your** identify has/may have been stolen **you** must:

- contact all **your** bank or other financial institution/payment or credit card providers to inform of the theft/potential theft
- cancel all affected payment/credit cards
- freeze any affected account and cancel any connected cards
- report the matter to the police and obtain a crime reference number
- take all reasonable steps to minimise any loss or further damage to **your** identity/credit rating or potential liability

What is not Insured?

- Where the identity theft relates to **your** business, profession or occupation;
- Correcting errors in **your** personal data not caused by the theft of **your** identity;
- There is no cover for lost income or other losses suffered by a business or a self-employed person;
- There is no cover for loss of bonus or overtime;
- Where the matter has been caused by **your** failure to safeguard personal information, PIN numbers or passwords, this includes where **you** pass such information to the identity thief via email, or telephone.

Section 14. Social Media Defamation

Guidance notes

This section of your policy provides cover for our contacting a Social Media website should defamatory comments be made about you on the website and requesting in writing for any such comments to be removed where the identity of the author is known.

What is Insured?

Following **defamatory** comments made about **you** through a **social media** website, **the claims administrator** will:

- a) Contact the provider of the **social media** website requesting that the comments are removed.
- b) Write one letter requesting that the **defamatory** comments are removed from the **social media** website, where the identity of the author responsible for the **defamatory** comments is known.

What is not Insured?

Claims where **you** are not aged 18 or over.

General exceptions

Guidance notes

Throughout this insurance you have seen exceptions that apply to each section. These general exceptions apply to all sections.

Claims occurring as a result of the items specified below are not covered.

THESE GENERAL EXCEPTIONS APPLY TO THE WHOLE OF THE INSURANCE

Your insurance does not cover:

- divorce, judicial separation, cohabitation, residence, contact, financial provision, ancillary relief or affiliation;
- custody, guardianship, parental or other access rights;
- disputes between **you** and / or any family members or persons related to **you** by blood or marriage not residing at the **principal home**. This provision does not apply to section 7 of **Your** cover;
- patents, copyrights, trademarks, service marks, registered design, intellectual property or secrecy or confidential agreements;
- any venture for gain undertaken outside of an employment contract;
- directorship or partnership disputes;
- verbal contracts;
- for an incident which:
 - occurred outside of England, Wales, Scotland or Northern Ireland.; or
 - did not occur during the **period of insurance** stated in the **schedule**;
- any sum **you** are ordered to pay by way of a fine, costs, compensation or other financial penalty by a court in criminal proceedings;
- any matter where allegations of dishonesty or violence or drug misuse are made against **you**; or
- for any claims made against **us**, the **administrator**, or the firm that arranged and placed **your** insurance with **us**.
- for any claims caused by, contributed to, or arising from:
 - Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

- Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speed
- Any consequence, howsoever caused, including but not limited to Computer Virus resulting in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Your insurance does not cover **professional fees** and/or **defendant's costs**:

- where, in **our**, the **administrator's** or the **authorised representative's** opinion, **your claim** does not have a **reasonable prospect of success**;
- where, in **our** opinion, the value/amount in dispute is disproportionate to the time and **professional fees** involved in its pursuit;
- of a **small claim**;
- incurred in claiming damages or compensation in respect of loss or damage covered by another policy of insurance;
- where they are covered by another policy of insurance;
- in respect of any matter that was not caused by a specific or sudden incident/event;
- in excess of those recoverable under the Civil Procedure Rules or other agreement between the parties;
- where **we** have agreed someone other than our nominated **authorised representative** may act for **you**, **we** will not pay any sums in excess of what **we** would have paid to an **authorised representatives** that **we** would have appointed to undertake the same work, which is currently set at an hourly rate of £100+VAT (**we** may, at **our** discretion increase this if **we** feel the situation warrants it);
- incurred before **we** have received full details of/for any event or claim or before **we** have accepted **your claim**;
- over and above the **maximum Amount** payable under this insurance in any one **period of insurance**;
- where **your** defence is not wholly successful;
- For claims incurred after **you**, **we** or the **administrator** have received professional advice to accept a proposal, Part 36 offer or Part 36 payment made in settlement of **your claim**, or professional advice not to pursue or continue to pursue **your claim** by **legal proceedings**;
- incurred after **we** or the **administrator** have told **you** that **we** consider **your claim** should be pursued by means other than by **legal proceedings**;
- for any appeal made without **our** or the **administrator's** consent in writing, or after receiving **our** or their written consent, incurred after **you** have received professional advice that the appeal does not have a **reasonable prospect of success**;
- where **you** have failed to comply with a **condition** or the terms and conditions of this policy of insurance;
- where the **authorised representative** instructed to act on **your** behalf refuses to continue to act on **your** behalf or represent **you**;
- where **you**, without a good reason, instruct the **authorised representative** to cease acting for or representing **you**;
- for claims which arise from a criminal act, intention or omission by **you**;
- **we** will not pay for expert or other evidence required to establish that **your** potential claim meets the requirements of the policy;
- for applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action.

General terms and conditions

Guidance notes

These terms and conditions explain your responsibilities under this contract of insurance.

These general terms and conditions apply to the whole of the insurance

You must comply with the following obligations each of which is a **condition** of this policy:

- Ensure that **we** or the **administrator** receive notification of any event which may give rise to a claim under this policy as soon as possible;
- Ensure that **we** or the **administrator** receive full details of any claim under this policy no later than 180 days after the event giving rise to the **claim**;
- Provide any information requested by **us**, the **authorised representative** or the **administrator** as soon as possible;
- Take steps, where possible, to minimise **professional fees** or **defendant's costs** which **we** may be liable to pay under the terms of this insurance;
- Ensure any claim **you** make is an honest claim and not one which is false or fraudulent;
- Ensure that **your claim** is not prejudiced by any action or inaction on **your** part.

You will at all times co-operate with **us**, the **authorised representative** and the **administrator** at all times.

The authorised representative's obligations

The **authorised representative**, **we** or the **administrator** appointed to act on **your** behalf must:

- Provide **you** and the **administrator** on **our** behalf with a reasoned assessment in writing of the **prospects of success** in **your claim** and an estimate of the likely costs of pursuing **your claim** as soon as practicable and in any event within 28 days of accepting instructions to act on **your** behalf;
- Notify **you** and the **administrator** on **our** behalf immediately in writing of any proposal made in settlement of **your claim** or any part 36 offer or part 36 payment made in respect of **your claim**, together with their advice as to whether the proposal, part 36 offer or part 36 payment should be accepted;
- Notify **you** and the **administrator** on **our** behalf immediately in writing of any change in their assessment of the prospects of success in **your claim**;
- Provide the **administrator** on **our** behalf with such information as they may require from time to time about the progress of **your claim**;
- Provide the **administrator** on **our** behalf with a written report at 3 monthly intervals from the date instructions to act on **your** behalf were accepted by the **authorised representative**, as to the progress of **your claim** and any change in the prospects of success in **your claim** or the likely cost of pursuing **your claim**;
- Deal with **your claim** in such manner as **we** or the **administrator** require from time to time;
- Obtain the **administrator's** or **our** consent in writing before undertaking any of the following:
 - Issuing **legal proceedings** on **your** behalf;
 - Instructing counsel, leading counsel or an expert witness on **your** behalf;
 - Making an appeal against any order of the court made in **legal proceedings** issued on **your** behalf;
 - Withdrawing, discontinuing or settling **your claim** in a way which may give rise to a liability on **our** part to pay **defendant's costs** under this policy;
 - Entering into any agreement as to the amount of or liability to pay **defendant's costs**;
 - Entering into any form of alternative dispute resolution;
 - Incurring any disbursement;
- Use their best endeavours to obtain payment of **professional fees** or **defendant's costs** from any other party who may be liable to pay those costs;
- Repay to **us** any costs **we** have paid in the pursuit of **your claim** which may be recovered from any other party; and
- If required to do so by **us** or the **administrator** procure an assessment by the court or an appropriate professional body of the amount properly payable to the **authorised representative** for **professional fees**.

Cancellation

Guidance notes

Please note that any refund from us during the cooling off period may be subject to a further cancellation charge levied by the firm that arranged your insurance with us and/or the administrator. Any charges levied by them will be in accordance with the terms and conditions agreed between you and them at the time you arranged this insurance.

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **Your** broker / agent within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **your** broker / agent will then refund **your** premium in full.

If **you** wish to cancel **your** policy after 14 days, **you** will be entitled to a pro- rata return of premium.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **your** broker / **your** agent asked.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **your** administrator / **your** agent with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

This policy is not transferable.

Making Yourself Heard/Complaints

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Complaints regarding:

RELATING TO THE SALE OF THE POLICY

Please contact **your** agent who arranged the Insurance on **your** behalf.

RELATING TO CLAIMS

If **you** do have any questions, concerns or complaint about the handling of a claim **you** should contact the Claims Manager at Lexelle Ltd. The contact details are: Claims Manager, Lexelle Ltd, P.O. Box 4428, Sheffield, S9 9DD.

Tel 0114 249 3300 Fax 0114 249 3323

Email: assist@lexelle.com

In all correspondence please state that **your** insurance is provided by Financial & Legal Insurance Company Limited and quote scheme reference: F&LFAMPLATP / 09 / 2020

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of £6.5million or less and fewer than 50 employees or an annual balance sheet below £5million. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

Important information about your insurance with us

Financial & Legal Insurance Company Limited Privacy Notice

We are Financial & Legal Insurance Company Limited, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is **27739575**.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with your personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy. For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

Financial & Legal Insurance Company Limited’s full privacy notice

This notice explains the most important aspects of how **we** use **your** data. You can get more information about this by viewing **our** full privacy notice online at <http://financialandlegal.co.uk> or request a copy by emailing **us** at info@financial&legal.co.uk. Alternatively, **you** can write to **us** at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No 1 Lakeside, Cheadle, SK8 3GW.

Financial Services Compensation Scheme

Financial & Legal Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Financial & Legal Insurance Company Limited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY